

Honorable Robert D Drain  
Docket Number 05-44481 (RDD)  
United States Bankruptcy Judge-Southern District of NY  
One Bowling Green  
New York, NY 10004-1408

Honorable Robert D Drain


I retired from Delphi April 1, 2009 with 10 months severance entitlement per Delphi's procedures in effect at that time. I STRONGLY object to the June 1, 2009 Master Disposition Agreement Article 9.511 declaring that severance payments will be terminated upon closing date.

During the preparation for retirement I was told by Delphi Human Resource personnel and Delphi leadership that in order to receive the severance pay I was **required** to sign a contract giving up certain rights listed in the contract. I was told that if I elected not to sign the contract I would not receive the severance pay. I signed the contract in the presence of and witnessed by Delphi leadership with the intent of fulfilling my terms of the contract. I fully expected Delphi to fulfill their terms of the contract which is paying me the full amount of the severance agreement. I signed the contract February 5, 2009 with an effective retirement and severance date of April 1, 2009 which was during the Bankruptcy proceedings of Delphi.

When I signed this document it was not communicated to me or stipulated in the form that this was part of my retirement package but a separate agreement or CONTRACT. It is unfathomable to me that Delphi or the court system could consider taking this away from me. Delphi just agreed to this and now they want to get out of their contract because they don't want to honor there contract. I thought the court system was meant to protect people on both sides of a contract. I don't know enough about law to comment on how after 22 plus years of working for Delphi and paying into my retirement plan that they can mismanage my money and then just walk away from their obligation and take my money with them. But, I think I know enough about integrity and honesty to know that my severance contract should be paid in full by Delphi. What does this mean if Delphi can sign and implement a contract in April and in June say ....No, I think I changed my mind....it means that there is no law in our country. I appeal to you to uphold the contract that Delphi offered to me and I accepted. I believe if I wanted to file a claim that was mentioned in the Severance Document, Delphi would be quick to point out that I had signed a document disallowing that claim. Well, in the United States of America that works both ways.

In summary, I signed a contract with Delphi where I gave up certain rights for a severance payment amount. This contract was consummated during Delphi's bankruptcy and should be considered an Administrative Claim and should be paid in full prior to Delphi's emergence. I strenuously object to the June 1, 2009 Master Disposition Agreement, Article 9.5.11 declaring that severance payments be terminated upon the closing (emergence) date.

Respectfully,

  
Howard E. Fultz 1523 West Pekin Rd. Lebanon, Ohio 45036  
Delphi Salaried Retiree

June 30, 2009

Attachment: Howard E. Fultz's separation contract